

Privacy Act Statement. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, dissemination report, copy of political propaganda or other document or information filed with the Attorney General under this act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, D.C. One copy is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of such documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. Finally, the Attorney General transmits an annual report to the Congress on the Administration of the Act which lists the names of all agents and the nature, sources and content of the political propaganda disseminated or distributed by them. This report is available to the public.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .49 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Criminal Division, U.S. Department of Justice, Washington, D.C. 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, D.C. 20503.

*Furnish this exhibit for EACH foreign principal listed in an initial statement  
and for EACH additional foreign principal acquired subsequently.*

1. Name and address of registrant Skadden, Arps, Slate, Meagher & Flom 1440 New York Ave., N.W. Washington, D.C. 20005	2. Registration No. 4550
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3. Name of foreign principal Republic of Kazakhstan	4. Principal address of foreign principal Republic of Kazakhstan Alma Ata, Kazakhstan
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5. Indicate whether your foreign principal is one of the following type:

☒ Foreign government

☐ Foreign political party

☐ Foreign or ☐ domestic organization: If either, check one of the following:

☐ Partnership

☐ Committee

☐ Corporation

☐ Voluntary group

☐ Association

☐ Other (specify) \_\_\_\_\_

☐ Individual—State his nationality \_\_\_\_\_

6. If the foreign principal is a foreign government, state:

a) Branch or agency represented by the registrant.

Central Government

b) Name and title of official with whom registrant deals.

Sergei A. Tereshchenko  
Prime Minister

7. If the foreign principal is a foreign political party, state:

a) Principal address

b) Name and title of official with whom registrant deals.

c) Principal aim

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8. If the foreign principal is not a foreign government or a foreign political party,

a) State the nature of the business or activity of this foreign principal

b) Is this foreign principal

Owned by a foreign government, foreign political party, or other foreign principal ..... Yes ☐ No ☐

Directed by a foreign government, foreign political party, or other foreign principal ..... Yes ☐ No ☐

Controlled by a foreign government, foreign political party, or other foreign principal ..... Yes ☐ No ☐

Financed by a foreign government, foreign political party, or other foreign principal ..... Yes ☐ No ☐

Subsidized in whole by a foreign government, foreign political party, or other foreign principal ..... Yes ☐ No ☐

Subsidized in part by a foreign government, foreign political party, or other foreign principal ..... Yes ☐ No ☐

9. Explain fully all items answered "Yes" in Item 8(b). (If additional space is needed, a full insert page may be used.)

10. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

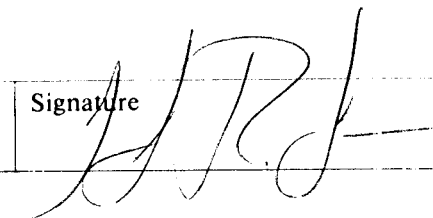
Date of Exhibit A

Name and Title

Signature

Aug. 31, 1992

Thomas R. Graham, Partner



**INSTRUCTIONS:** A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements; or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. This form shall be filed in triplicate for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

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**Public Reporting Burden.** Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Criminal Division, U.S. Department of Justice, Washington, D.C. 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, D.C. 20503.

Name of Registrant

Name of Foreign Principal

Skadden, Arps, Slate, Meagher & Flom

Republic of Kazakhstan

Check Appropriate Boxes:

1. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach three copies of the contract to this exhibit.
2. ☐ There is no formal written contract between the registrant and foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach three copies of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
3. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and the expenses, if any, to be received.

4. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Provide legal services.

5. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

Provided legal advice concerning foreign economic activities. Services included advising client on drafting legislation and treaties between the U.S. and Kazakhstan with respect to foreign investment, tax, trade, and other natural resources. The registrant attended two meetings between Kazakhstan and U.S. officials. An April meeting was held in Kazakhstan and a Washington, D.C. meeting was held in June.

6. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(c) of the Act?<sup>1</sup>

Yes ☐ No ☐

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

Date of Exhibit B

August 31, 1992

Name and Title

Thomas C. Graham  
Partner

Signature

<sup>1</sup>Political activity as defined in Section 1(c) of the Act means the dissemination of political propaganda and any other activity which the person engaging therein believes will, or which he intends to, prevail upon, indoctrinate, convert, induce, persuade, or in any other way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

AGREEMENT BETWEEN THE CABINET OF MINISTERS OF THE REPUBLIC  
OF KAZAKHSTAN AND THE INTERNATIONAL LAW FIRM " SKADDEN, ARPS,  
SLATE, MEAGHER & FLOM" RELATING TO INTERNATIONAL LEGAL SERVICES

The Cabinet of Ministers of the Republic of Kazakhstan (hereinafter "Government") and the International Law Firm "Skadden, Arps, Slate, Meagher & Flom" (hereinafter "FIRM") have agreed on the following:

1. The subject matter of this Agreement ("the Agreement") relates to the Firm rendering international legal advice and services concerning foreign economic activities to the Government in connection with projects on trade, taxation, capital investment, as well as representing the interests of the Republic of Kazakhstan in negotiations with foreign states and partners on economic issues. The services of the Firm may include drafting legislation and regulations with respect to foreign investment, tax, trade, and exploration and production of oil and gas and other natural resources. Negotiations and execution of transactions concerning exploration and production of oil, gas and other natural resources, as well as the implementation of projects relating to foreign investment in the economy of the Republic of Kazakhstan shall take the form of specific agreements among the Government, the Firm and other Parties.

The Firm on instructions by the Government, can represent the Republic of Kazakhstan in its relationship with state agencies and commercial entities of foreign countries, as well as with respect to other issues.

2. The aforesaid legal advice shall be rendered during the term of the Agreement. While rendering the legal services, the Firm shall follow the instructions of the Government.

The parties to this Agreement agree to ensure that purchasers, investors and other participants in joint ventures and projects shall promptly pay all professional fees to the Firm in accordance with the agreements, as well as reimburse

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FEDERAL BUREAU OF  
INVESTIGATION  
U.S. DEPARTMENT OF JUSTICE  
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charges and disbursements in each case in hard currency.

As agreed between the Parties, to promote the implementation of certain aspects of the Agreement services of other lawyers and law firms can be used with the payment of such fees and current expenses by the Government. The Firm undertakes to coordinate its work with any such lawyers and law firms.

Conflicts between the Government and clients that may be represented by the Firm will be dealt with in a fashion that is consistent with applicable professional rules of ethics, and also with the standard practice after consultation with the Government or its authorized representative.

3. The Firm will use its reasonable efforts to render legal advice and services pursuant to this Agreement in an economical and cost-effective manner.

4. The Firm will render services in connection with the Agreement through its attorneys and other employees under the direction and supervision of Isaac Shapiro. Among those expected to be actively involved in the Agreement are also other attorneys throughout its offices worldwide in accordance with the reasonable requests.

The Firm shall have the right to send its personnel to Alma Ata and other regions of the Republic of Kazakhstan.

5. The Government undertakes to provide the Firm with all pertinent information for the implementation of this Agreement and to arrange for the participation of the Firm's representatives in the discussion of any questions relating to the subject of this Agreement.

Under this Agreement the Government shall have the right to delegate its authority to the Ministry of Foreign Economic Relations of the Republic of Kazakhstan or to other bodies of state power in the Republic.

6. The present Agreement stipulates the following terms and conditions of payment for the rendering of legal advice by the Firm:

(a) The Government will provide an initial retainer in the amount of U.S. \$10,000 (one half of which shall be payable in U.S. dollars and one half of which shall be payable in roubles at a commercial exchange rate mutually agreed upon by the parties). This initial retainer will be payable promptly following the execution of this Agreement or as otherwise mutually agreed by the Parties;

(b) Fees for legal advice (professional fees) shall be paid by the Government or potential purchasers, investors, partners or participants. The amount of the fees will be based upon the number of hours billed; ranging from U.S. \$150 to U.S. \$415 per hour, depending upon the attorney involved. Payment for such legal services shall be effected by the Government within a one-month period after the rendering of the services and against an appropriate bill.

Payment of the fees shall be made in U.S. dollars or in some cases in another hard currency as agreed upon by the Parties.

(c) Charges and Disbursements (photocopying and word-processing and travel, etc) are not covered by the professional fees and shall be paid by the Government, potential purchasers, investors, partners or participants within a one-month period against an appropriate bill in the currency in which the expenses incurred, unless otherwise determined by the Parties.

7. Unless terminated by either Party upon one month's prior written notice, this Agreement will remain in effect until the first anniversary of its effective date. At such time, this Agreement will be automatically renewed each year for an additional period of one year unless the termination notice shall have been given. Any termination of this Agreement will not alter the Government's obligation to pay or cause to be paid to the Firm, fees and charges and disbursements incurred as of such termination date.

This Agreement has been duly executed in the city of Alma Ata on "\_\_\_\_\_" 1992 in \_\_\_\_\_ copies, such texts being authentic and of equal value.

For the Government  
of the Republic of Kazakhstan

Sergei A. Tereshchenko  
Prime-Minister

for the International Law  
Firm

"Skadden, Arps, Slate,  
Meagher & Flom"

Isaac X. Shapiro  
International Coordinator



Аппарат Президента Республики Казахстан и Кабинета Министров	
Г. " 11-467	
№ 04	1992
на 4	

## СОГЛАШЕНИЕ

между Кабинетом Министров Республики Казахстан и  
Международной юридической фирмой "Скадден, Арно,  
Слейт, Маар и Флом" о предоставлении международных  
юридических услуг

Кабинет Министров Республики Казахстан (именуемый далее "Правительство") и Международная юридическая фирма "Скадден, Арно, Слейт, Маар и Флом" (именуемая далее "Фирма") договорились о нижеследующем:

1. Предметом настоящего Соглашения является предоставление международных юридических услуг и услуг во внешнеэкономической деятельности Фирмой Правительству при реализации проектов по торговле, налогообложению, капиталовложениям, а также представление интересов Республики Казахстан в переговорах с иностранными государствами и партнерами по экономическим вопросам. Услуги Фирмы могут быть так же использованы при разработке нормативных актов по вопросам налогообложения иностранных инвестиций, торговли, разведки и добычи нефти, газа и других природных ресурсов. При проведении переговоров и заключении сделок по разведке и добыче нефти, газа и других природных ресурсов, а также осуществлении проектов, связанных с инвестициями в экономику Республики Казахстан заключаются специальные соглашения между Правительством, Фирмой и другими сторонами.

Фирма по поручению Правительства представляет Республику Казахстан во взаимоотношениях с государственными органами и хозяйственными субъектами иностранных государств и по иным вопросам.

2. Вышеозначенные юридические услуги оказываются на весь срок действия Соглашения. При оказании юридических услуг Фирма руководствуется решениями Правительства.

Стороны настоящего Соглашения согласились в том, что они будут требовать, чтобы покупатели, инвесторы и другие участники

по совместным предприятиям и проектам производили незамедлительную выплату всех профессиональных гонораров Фирме в соответствии с договорами, а также возмещали текущие расходы и издержки в каждом случае в твердой валюте.

По согласованию сторон для содействия по определенным аспектам Соглашения могут быть использованы услуги юристов и юридических фирм с выплатой им гонораров и оплаты текущих расходов Правительством. Фирма обязуется координировать свою работу с указанными юристами и юридическими фирмами.

Споры между Правительством и клиентами, которых может представлять Фирма, на любой стадии разрешаются Фирмой в соответствии с профессиональными и этическими нормами, а также со сложившейся практикой после консультаций с Правительством или его полномочным представителем.

3. Фирма обязуется предоставлять юридические консультации и другие юридические услуги в соответствии с настоящим Соглашением и наиболее экономичным и эффективным способом.

4. Фирма осуществляет работу по выполнению настоящего Соглашения через своих адвокатов и других сотрудников под руководством и наблюдением г-на Исаака Шапиро. Предполагается, что в числе активно привлекаемых по настоящему Соглашению будут и другие юристы из офисов в различных регионах мира в соответствии с потребностями и в разумных пределах.

Фирма вправе направлять свой персонал в город Алма-Ату и другие регионы Республики Казахстан.

5. Правительство берет на себя обязательства по обеспечению Фирмы всей необходимой для выполнения настоящего Соглашения информацией и участия представителей Фирмы в обсуждении любых вопросов, связанных с предметом настоящего Соглашения.

Правительство при реализации настоящего Соглашения вправе делегировать свои полномочия Министерству Внешних Экономических Связей Республики Казахстан или иным органам государственного управления Республики.

6. настоящим Соглашением устанавливаются следующие условия оплаты за оказание юридических услуг Firmой:

а) Правительство выплачивает Firmе первоначальный гонорар в сумме 10000 долларов США, при этом половина гонорара выплачивается в долларах США, а оставшаяся часть в рублях по коммерческому курсу и по согласованию между сторонами. Первоначальный гонорар выплачивается незамедлительно после подписания настоящего Соглашения в иной срок по договоренности сторон;

б) гонорар за юридические услуги (профессиональный гонорар) выплачивается Правительством или потенциальными покупателями, инвесторами, партнерами или участниками. Размеры гонорара определяются, исходя из почасовой оплаты труда в зависимости от квалификации привлекаемого юриста или юридической фирмы в сумме от 150 до 415 долларов США в час. Расчеты за оказанные юридические услуги производятся Правительством не позднее месяца после выполнения работ и представления расчетных документов.

Выплата гонорара производится в долларах США или, в отдельных случаях, в иной твердой валюте по согласованию сторон;

в) текущие издержки и расходы (фотокопировальные и печатные работы, командировочные расходы и т.д.) не входят в профессиональный гонорар и оплачиваются Правительством, потенциальными покупателями, инвесторами, партнерами или участниками в течение месяца с момента представления расчетных документов в той валюте, в которой эти расходы были произведены, если не принято иное решение по согласованию сторон.

7. Настоящее Соглашение действует в течение одного года с момента вступления в действие, если не будет прекращено любой из сторон с предварительным письменным уведомлением об этом не позднее, чем за один месяц. При отсутствии такого письменного уведомления действие Соглашения продлевается автоматически еще на один год. Прекращение настоящего Соглашения не отменяет обязательств Правительства по выплате причитающихся Фирме сумм на день прекращения Соглашения.

Настоящее Соглашение совершено в городе Алма-Ате  
" \_\_\_\_\_ " \_\_\_\_\_ 1992 г. в \_\_\_\_\_ экземплярах, тексты  
которых имеют одинаковую силу.

Премьер-министр  
Республики Казахстан



Горещенко

*Исак Шамиров*  
зам. Президент Международной  
юридической фирмы "Скалден,  
Арно, Слейт, Маар и Флом"